

This advertisement includes:
Tract 1 – Tater Tot Commercial Thinning 2280 MBF

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
777 NW Garden Valley Blvd.
Roseburg, Oregon 97470

Date: June 29, 2004

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or his representative, at 777 NW Garden Valley Blvd., Roseburg, Oregon 97470. The timber sale will commence at 10:00 a.m., on Tuesday, July 27, 2004.

AN ENVIRONMENTAL ASSESSMENT was prepared for these sales, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for these sales at the Roseburg District Office.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation, shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in *The News Review* newspaper on or about June 29, 2004. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

A WRITTEN BID on Form No. 5440-9 at no less than the appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in oral bidding for each tract. Since bidding on minor species usually has little effect on the final outcome of a sale and can be disruptive to the bidding process, BLM will accept bids over appraised price for Douglas-fir only.

APPRAISED PRICES are determined by analytical appraisal methods unless otherwise noted on individual timber sale notices.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

1. Form No. 1140-6, Independent Price Determination Certificate, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror.

2. Form No. 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.
3. Form No. 1140-8, Equal Opportunity Compliance Report Certification.
4. Form No. 5430-1 Self Certification Clause
4. Form No. 5450-17, Export Determination.

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within fifteen (15) days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

A PERFORMANCE BOND in an amount not less than twenty (20) percent of the total purchase price will be required for all contracts of \$2,500 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

LOG EXPORT AND SUBSTITUTION. All timber sales shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office.

THE VOLUMES LISTED herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

INSTALLMENT PAYMENTS may be authorized for sales of \$500 or more. Required installments will be determined by BLM. For sales under \$500,000, installments will not be less than ten (10) percent of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

Attachments:

- Form No. 1140-4 Notice of Requirement for Certification of Nonsegregated Facilities
- Form No. 1140-6 Independent Price Determination Certificate
- Form No. 1140-7 Equal Opportunity Affirmative Action Program Representation
- Form No. 1140-8 Equal Opportunity Compliance Report Certification
- Form No. 5430-1 Self Certification Clause
- Form No. 5440-9 Deposit and Bid for Timber/Vegetative Resource
- Form No. 5450-17 Export Determination

Sale Date: July 27, 2004

1 – Roseburg Sale No. 04-05

Sale Name: Tater Tot Commercial Thinning

DOUGLAS COUNTY, OREGON: O&C: ORAL AUCTION

Bid Deposit Required: \$30,200.00

All timber designated for cutting on: Lot 4, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 31, SW $\frac{1}{4}$, Sec. 32, T. 28 S., R. 2 W.; SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 35, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 36, T. 28 S., R. 3 W.; Lots 1, 2 & 4, S $\frac{1}{2}$ S $\frac{1}{2}$, Sec. 5, Lots 1, 2 & 3, SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 6, T. 29 S., R. 2 W., W.M.

Approx. Number Merch. <u>Trees</u>	Est. Vol. MBF 32' <u>Log</u>	Est. Vol. C Cu. <u>Ft.</u>	<u>Species</u>	Est. Vol. MBF 16' <u>Log</u>	Appraised Price <u>Per MBF</u>	Est. Volume Times Appraised <u>Price</u>
12,709	1424	3152	Douglas-fir	1688	\$156.00	\$263,328.00
3	1	2	White Pine	1	\$ 25.00	\$ 25.00
283	43	94	Grand Fir	52	\$ 45.00	\$ 2,340.00
4149	363	902	Western Hemlock	470	\$ 24.00	\$ 11,280.00
550	19	42	Incense-cedar	20	\$368.00	\$ 7,360.00
839	43	104	Western Red Cedar	49	\$352.00	\$ 17,248.00
18,533	1893	4296	Totals	2280		\$301,581.00

CRUISE INFORMATION

3P (Volume Table Cruise)

The Douglas-fir and Western Hemlock have been cruised using the 3P system to select sample trees. Part of the sample trees have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. This volume is then expanded to a total sale volume. A map showing the location of these sample trees is available at the Roseburg District Office.

The volume of all other species has been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree is 12 inches D.B.H.O.B., the average log contains 41 bd. ft., the total gross volume is approximately 2468 M bd. ft., or 4633 C cu. ft. and 92% recovery is expected.

CUTTING AREA: An area of approximately 171 acres in 10 units is to be partially cut. A right-of-way of 2 acres must be cut.

<u>TIMBER ACREAGE:</u>	Area 1: 1 acres	Area 5: 11 acres	Area 9: 59 acres
	Area 2: 8 acres	Area 6: 7 acres	Area 10: 18 acres
	Area 3: 13 acres	Area 7: 25 acres	R/W: 2 acres
	Area 4: 3 acres	Area 8: 25 acres	Blue Paint: 1 acre

ACCESS: Access to the sale area is provided by government controlled roads.

LOCKED GATE: A locked gate is on Road No. 28-8-29.2. See BLM receptionist for key.

DIRECTIONS TO SALE AREA: From Myrtle Creek, Oregon proceed on County Road No. 18 (South Myrtle Road) approximately sixteen and seven (16.7) miles, at which point it becomes BLM Road No. 28-3-35.0. Continue for approximately one half (0.5) mile to the contract area. Refer to timber sale Exhibits A and D for further details.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$8,634.41 will be required to be paid to the BLM.

ROAD CONSTRUCTION: Estimates include construction of the following types of roads: 26.32 stations of 14-foot subgrade, no ditch; 3.40 stations of road construction of 16-foot subgrade, no ditch; 63.65 stations of road renovation of 14-foot subgrade, no ditch; and 6.05 stations of road renovation of 16-foot subgrade, no ditch.

DURATION OF CONTRACT will be 30 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging, environmental protection, road construction, road renovation, road use, road maintenance, fire protection, slash disposal, log exporting and Nonsegregated facilities. Log scaling may be required under the terms of this contract.

NOTES:

1. A Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of a certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which may not have been amortized by timber removed from the contract area.
2. There are seasonal operating restrictions on this sale. (1) No road construction or renovation shall be conducted between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive; (2) No timber falling, bucking or yarding shall be conducted on the Contract Area from April 15 to July 15 of each calendar year, both days inclusive, due to bark slip; (3) No timber yarding, loading or hauling shall be conducted on those portions of the Contract Area accessed by temporary roads or where ground based yarding is utilized, from October 15 of one calendar year to July 15 of the following calendar year, both days inclusive; (4) No operations may be conducted on the Contract Area from January 15 to July 15, both dates inclusive, due to the proximity of a peregrine falcon nesting site. Note: Timber may be felled and decked between May 15 and July 15 to facilitate road construction and renovation if peregrine falcon surveys determine nesting failure or early fledging of young.
3. Construction or renovation and decommissioning of Spurs No. 1, No. 2, No. 7, No. 8, No. 10 and No. 11 and Road No. 28-3-35.1 Segment A (portion) will be accomplished in the same operating season in which they are used for harvest activity. **BLM will perform all decommissioning operations.**

4. Cable yarding shall be done with a skyline yarding system capable of maintaining one-end suspension of logs, and equipped with a mechanical slack pulling carriage with a minimum of one hundred (100) feet of lateral yarding capability. Yarding corridors will be limited to a maximum width of twenty (20) feet. Spar height cannot exceed forty (40) feet with a maximum power rating of 175 HP.
5. Cable yarding portions of the Harvest Areas may require the use of lift trees and/or intermediate support trees.
6. All trees shall be felled, topped, limbed and cut in log lengths not to exceed forty (40) feet **prior to being yarded.**
7. To prevent the introduction of noxious weeds to the Contract Area, all logging and road building equipment, except log trucks, must be steam cleaned or pressure washed prior to initial move-in or upon return to the sale area if used elsewhere.
8. In the event administrative check scaling is requested by the BLM, the Purchaser must obtain a safe location, to be approved by the Authorized Officer, where logs can be unloaded, rolled out and scaled in accordance with Eastside Scribner Decimal C Rules by BLM scalers or independent scalers contracted to the BLM. The purchase price of the contract shall be reduced accordingly as compensation for delays in log transportation time.
9. Harvest acres shown on Exhibit A are net acres after roads interior to Harvest Area boundaries have been deleted from acreage calculations.
10. Fifteen (15) Douglas-fir and one (1) sugar pine seed trees are present within the Harvest Areas. Care must be taken during falling and yarding operations. Damage to these trees will be assessed against the Purchaser based on total loss, including loss in value to the Government as a superior seed source.
11. During logging operations, the Purchaser shall keep Roads No. 29-2-4.0, No. 29-2-6.0 and No. 28-3-35.0 where they pass through the contract area, clear of trees, rock, dirt and other debris so far as is practicable. The Purchaser shall provide a logging and transportation plan that will keep **either:** 1) Roads No. 29-2-4.0 and No. 29-2-6.0 **or,** 2) Road No. 28-3-35.0 open at all times.
12. Traffic delays on that portion of Road No. 28-3-35.0 west of the 29-2-6.0 road junction shall not exceed thirty (30) minutes. Flaggers are required to control traffic whenever falling or yarding operations pose a hazard to traffic passing through the Harvest Areas.
13. Any damage occurring to the bituminous surfacing of Road No. 28-3-35.0 as a result of logging operations will be repaired at the Purchaser's expense. Repairs must be made with Class C asphalt.